

EXHIBIT 6

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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FIREMAN'S FUND INSURANCE COMPANY,
ONE BEACON INSURANCE COMPANY,
NATIONAL LIABILITY AND FIRE
INSURANCE COMPANY and QBE MARINE
& ENERGY SYNDICATE 1036,

Plaintiffs,

10-cv-01653 (LAK)

VS.

GREAT AMERICAN INSURANCE COMPANY
OF NEW YORK, MAX SPECIALTY
INSURANCE COMPANY and SIGNAL
INTERNATIONAL, LLC,

Defendants.

* * * * *

Deposition of JOHN JOSEPH BULLOCK, taken in the
law offices of Johnstone, Adams, Bailey, Gordon &
Harris, LLC, One St. Louis Centre, Suite 4000,
Mobile, Alabama, on April 20, 2011, commencing
at approximately 10:00 a.m.

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I N D E X

Witness
JOHN JOSEPH BULLOCK

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EXHIBITS BOUND SEPARATELY

S T I P U L A T I O N

It is stipulated and agreed by and between the parties hereto, through their respective counsel, that the deposition of JOHN JOSEPH BULLOCK may be taken before Debra Amos Isbell, Notary Public for the State at Large, at the law offices of Johnstone, Adams, Bailey, Gordon & Harris, LLC, One St. Louis Centre, Suite 4000, Mobile, Alabama, on April 20, 2011.

It is further stipulated and agreed that this deposition is taken pursuant to the Federal Rules of Civil Procedure. The provisions of Rule 32(d)(3) dealing with waiver of errors and irregularities as to the taking of the deposition apply fully to this deposition.

Notice of the deposition and any errors or irregularities therein [Rule 32(d)(1)] and any objections to the qualifications of the officer before whom this deposition is taken [Rule 32(d)(2)] are waived.

The submission of the deposition to the witness for reading to or by him and the signing of

1 the deposition by him [Rule 30(e)] is not waived.

2 Filing of the original of the transcript of
3 this deposition [Rule 30(f)(1)] is waived.

4 Any other technicality or defect in the
5 taking of this deposition not otherwise covered by the
6 terms of this stipulation is waived.

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14 I, Debra Amos Isbell, Commissioner and Court
15 Reporter, certify that on this date, as provided by
16 the Federal Rules of Civil Procedure and the foregoing
17 stipulation of counsel, there came before me at the
18 law offices of Johnstone, Adams, Bailey, Gordon &
19 Harris, LLC, One St. Louis Centre, Suite 4000, Mobile,
20 Alabama, on April 20, 2011, commencing at 10:00 a.m.,
21 JOHN JOSEPH BULLOCK, witness in the above cause, for
22 oral examination, whereupon the following proceedings
23 were had:

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. BOWLES

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JOHN JOSEPH BULLOCK

was sworn and testified as follows:

THE WITNESS: I do.

MS. SMITH: we'll reserve the right to read
and sign.

MR. NICOLETTI: Same stips we've been
operating under?

MR. BOWLES: Yes.

EXAMINATION

BY MR. BOWLES:

Q. Please state your name for the record, sir.

A. John Joseph Bullock.

Q. Mr. Bullock, my name is Lawrence Bowles, and
I'm an attorney for Max Specialty in this litigation
in which you're giving your deposition. Let me ask
this: Have you been deposed before?

A. I have not.

Q. You have not. Has your attorney given you
instructions as to procedures for the deposition,
listen to the questions and so on?

A. Yes.

Q. Okay. If you have any question about a
question that I ask, let me know and we'll discuss the

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. BOWLES

1 changes, if necessary, to the text of the question.

2 A. Okay.

3 Q. Thank you. By whom are you employed, sir?

4 A. willis.

5 Q. willis of Alabama?

6 A. willis.

7 Q. willis --

8 A. The insurance broker willis.

9 Q. where is that company based?

10 MS. SMITH: Object to the form.

11 A. London.

12 MR. BOWLES:

13 Q. So you work out of the London office or
14 here?

15 A. No. You asked where is willis based.
16 London.

17 Q. Okay. Your employer is willis as opposed to
18 one of the subsidiaries, like willis of Alabama?

19 MS. SMITH: Object.

20 A. willis of Alabama is a subsidiary of willis.

21 MR. BOWLES:

22 Q. Okay. And where is your office, sir?

23 A. I have one in Mississippi and one in

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. BOWLES

1 Mobile.

2 Q. And how long have you been with willis?

3 A. 23 years.

4 Q. What did you do before that?

5 A. Insurance.

6 Q. With what company?

7 A. Eselin-Bullock Insurance.

8 Q. Is that a family company?

9 A. No.

10 Q. Just happened to be the same name?

11 A. No. I was brought in and made principal
12 after about five years. It was the Eselin Insurance
13 Agency.

14 Q. A brokerage agency?

15 A. No. An insurance agency.

16 Q. You actually wrote insurance policies?

17 A. Correct.

18 Q. Tell us about your education, sir.

19 A. Graduated from high school, went to the
20 University of Southern Mississippi.

21 Q. And when did you graduate? Or did you
22 graduate?

23 A. Yes. '76.

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. BOWLES

1 Q. And have you been in the insurance field
2 your entire career?

3 A. Other than two years in banking, yes.

4 Q. What has been your position with Willis in
5 the years 2001 to date, sir?

6 A. Producer.

7 Q. What does that mean?

8 A. I would work with prospects and clients to
9 help arrange insurance coverage with them.

10 Q. And what are your duties as a producer?

11 A. Duties would be to educate prospects and
12 clients as to the resources and capabilities of Willis
13 and make sure they have the right portal to whatever
14 resource they need.

15 Q. Signal International, LLC, is one of your
16 clients, sir?

17 A. Yes.

18 Q. And how long have they been a company, that
19 company been a client?

20 A. I want to say since 2002, 2003.

21 Q. Do you know the predecessor of Signal
22 International at Port Arthur, Texas?

23 MS. SMITH: Object to the form.

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. BOWLES

1 Q. And had Signal received funds from the
2 primary property insurer, Westchester?

3 A. Almost immediately.

4 Q. Did they receive funds?

5 A. Yes.

6 Q. And how much did they receive?

7 A. 10 million dollars.

8 Q. So that between the two payments, Signal
9 received 13.6 million dollars less deductible?

10 A. Yes. I don't have the exact numbers, but
11 that's the ballpark numbers that I recall.

12 Q. Do you recall Signal suing the MGL insurers
13 in Texas with regard to the wreck removal costs?

14 MS. SMITH: Object to the form.

15 A. Honestly I don't recall them suing. I know
16 that there was some legal maneuvering going on between
17 the carriers, but I was not part and parcel to a
18 lawsuit.

19 MR. BOWLES: Mark this the next exhibit,
20 please.

21 (BULLOCK EXHIBIT 149 WAS MARKED
22 FOR IDENTIFICATION.)

23 MR. NICOLETTI: Do we have Bates numbers on

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. ZACHARKOW

EXAMINATION

BY MR. ZACHARKOW:

Q. Mr. Bullock, I introduced myself earlier before we started. My name is George Zacharkow. I'm an attorney with Mattioni law offices, and we represent Great American in this litigation. The same instructions apply that Mr. Bowles gave you earlier. If you don't understand my question, let me know.

A. Thank you.

Q. And I'll try to clarify it for you.

Could you just give me a little bit better sense of what your responsibilities are at Willis in your current position?

A. Sure. I handle a production team and I'm responsible for cultivating new business and servicing existing business for our team.

Q. Who are your team members?

A. Vernon Ewing, Joyce Johnson, Linda Bell, Claire Spearman --

Q. I think she got married now, though.

A. Parnell. Don't tell her I said that. Parnell. Do you know Claire?

Q. No. It just came up in one of the earlier

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. ZACHARKOW

1 the predecessor operation; right?

2 A. Correct, correct.

3 Q. And then with Signal who did you deal with?

4 A. Lisa Spears, Chris Cunningham.

5 Q. Did you ever deal with a gentleman named Bob
6 Shepherd?

7 A. Yes.

8 Q. What was his position?

9 A. Bob was from the old organization. And Bob
10 had some insurance functions in the old company. And
11 I want to say that he -- I don't think he was ever
12 involved in Signal, but he was involved in the runoff
13 of some of the issues from the company that went into
14 bankruptcy.

15 Q. With regard to the Signal account, did you
16 go to Signal and make any direct presentations to them
17 about possible coverages for their company?

18 A. For the new entity?

19 Q. Yes, sir.

20 A. No, no. Ironically I got a call from Jerry
21 St. Pé who was the past president of Ingalls Shipyard
22 who was on the board. He was in Washington, DC. They
23 were working out a legal arrangement and they also

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. ZACHARKOW

1 needed some insurance. And that's who I got the first
2 call from.

3 Q. And then how did it progress from there,
4 Mr. Bullock?

5 A. There was a pending closing for the new
6 owners, and we got involved in the first issue, as I
7 recall, was worker's compensation, which we were able
8 to put that together that afternoon, and then we
9 started working on the other exposures.

10 Q. So did you ever have face-to-face meetings
11 with anyone at Signal in terms of the early -- excuse
12 me -- in the early stage when you started to propose
13 coverages for them?

14 A. Yes.

15 Q. Did you go alone or were there others of the
16 team that went?

17 A. There were other members of the team there.
18 And that would be typical. Vernon, Joyce.

19 Q. Did Signal specify to Willis what type of
20 coverages they wanted?

21 A. They did. They had an asset list at the
22 time. I think that was the foundation for the very
23 first placement. And then it kind of evolved from

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. ZACHARKOW

1 there.

2 MR. GUY: Can we just get a time frame?

3 MR. ZACHARKOW: Yeah. I'm going to catch it
4 now.

5 Q. And I'm talking about when you first were
6 starting with Signal.

7 A. I am, too.

8 Q. Willis. Did you understand that to be the
9 context?

10 A. Yes.

11 Q. And then once the coverages were in place
12 for that first policy year, what was the routine after
13 that in terms of renewals?

14 A. Routine would be 90 to 120 days in advance
15 of expiration we would request updated underwriting
16 information.

17 Q. And when you say we, that would be Willis or
18 the team members; right?

19 A. Yes, yes, it was the team.

20 Q. So Signal would then respond to that inquiry
21 and provide information to Willis regarding any
22 changes that occurred during that policy term that
23 should be addressed in the new term?

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. ZACHARKOW

1 MS. SMITH: Object to the form.

2 A. Correct.

3 MR. ZACHARKOW:

4 Q. During the roughly six-year period between
5 the start of the new operation and the date that the
6 drydock sank, August 20, 2009, were the policies
7 basically the same that were maintained for Signal?

8 MS. SMITH: Object to the form.

9 A. You know, the lines of coverage would have
10 been the same. I think there were probably additions
11 and deletions to schedules, whether it be automobiles,
12 vessels, things of that nature.

13 MR. ZACHARKOW:

14 Q. Fair enough. Better answer than the
15 question. In terms of the coverages, are there any
16 significant changes that stick in your mind that
17 occurred?

18 MS. SMITH: Object to the form.

19 A. None that I recall.

20 MR. ZACHARKOW:

21 Q. Earlier there were some discussions about
22 the coverage for the drydock being on the property
23 policy as opposed to on a hull policy; correct?

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. NICOLETTI

1 A. I don't recall seeing that.

2 Q. The Exhibit 153, though, is an email from
3 you dated February 10, 2010, to a Mark Cheglikov. Do
4 you know who Mr. Cheglikov is?

5 A. Yes.

6 Q. Who is he?

7 A. He's a representative of Max Specialty.

8 Q. Let me hand you this next document which
9 we'll mark as Exhibit 154. I have extras copies of
10 this one.

11 (BULLOCK EXHIBIT 154 WAS MARKED
12 FOR IDENTIFICATION.)

13 MR. NICOLETTI:

14 Q. Mr. Bullock, before you read the exhibit, do
15 you recall ever writing to Max Specialty advising them
16 that 5 million dollars of the primary payment by
17 Westchester involving the sinking of the drydock was
18 to be allocated toward debris removal of the drydock?

19 A. Okay. Now, you're asking me this prior to
20 reading this?

21 Q. Yes. Do you recall that?

22 A. I don't recall it.

23 Q. Okay. Now you can look at the document.

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. NICOLETTI

1 A. This is like a drama.

2 Q. Well, this is the way you do it,
3 unfortunately, technically. This is an email from
4 yourself to Mr. Cheglikov dated February 22nd, 2010.
5 And I'd like you to read the document and see if it
6 refreshes your recollection.

7 A. (Reading.) Okay.

8 Q. Does that refresh your recollection that you
9 were -- strike that.

10 Before I go there, do you know who Cody
11 Whittington is?

12 A. Yes.

13 Q. Who is Cody Whittington?

14 A. He is also a Max representative.

15 Q. Do you recall addressing the issue of
16 allocating 5 million dollars towards debris removal
17 under the Westchester policy?

18 A. Yes.

19 Q. You recall that now?

20 A. I have this in front of me.

21 Q. And do you know why you were writing this
22 particular letter to the representatives of Max
23 Specialty on February 22nd, 2010, or thereabouts?

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. NICOLETTI

1 Email to be clearly accurate.

2 A. Certainly it was an attempt to finalize the
3 claim on the excess policy.

4 Q. And part of the reconciliation of finalizing
5 the claim on the excess was to have Max Specialty sign
6 off on a 5 million dollar allocation of primary money
7 to debris removal; is that correct?

8 A. Correct.

9 Q. And it was your opinion as of this point in
10 time that the primary policy did provide 5 million
11 dollars for debris removal of the sunken drydock;
12 isn't that correct?

13 A. That's correct.

14 Q. And I believe at this time Max Specialty was
15 making the argument that they didn't follow form or
16 didn't provide debris removal; is that correct?

17 MR. BOWLES: Objection.

18 A. That's my recollection.

19 MR. NICOLETTI:

20 Q. In fact, what you did was you said even --
21 this letter actually was telling Max Specialty even if
22 you were correct that you didn't provide debris
23 removal, which you disagreed with, that based on their

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. NICOLETTI

1 policy terms, that Signal had a right to allocate 5
2 million dollars from their primary towards debris
3 removal. Isn't that the whole purpose of this email
4 which we've marked as Exhibit 154?

5 MS. SMITH: Object to the form.

6 A. That would be one purpose, yes.

7 MR. NICOLETTI:

8 Q. And the other purpose was to finalize the
9 claim under the excess; is that correct?

10 A. Yes.

11 MR. NICOLETTI: Let's have this next
12 document marked as Exhibit 155. It's a two-page
13 document bearing Willis production numbers 02624 and
14 25.

15 (BULLOCK EXHIBIT 155 WAS MARKED
16 FOR IDENTIFICATION.)

17 MR. NICOLETTI:

18 Q. Mr. Bullock, I'd like you to review the
19 exhibit which we've marked as 155.

20 A. (Reading.) Okay.

21 Q. Now, Exhibit 155 apparently is an email from
22 John Baker, whom you've identified, to Steven Boesen.
23 Do you know who Mr. Boesen is?

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. NICOLETTI

1 A. He's a claims representative at Max.

2 Q. Do you recall ever seeing this letter
3 before? Or this series of emails, I should say.

4 A. I don't recall seeing them. I'm just trying
5 to look. I don't know that I was copied. I do not
6 recall.

7 Q. Do you recall that one or more
8 representatives of Max Specialty advised Signal that
9 they were forbidden or precluded from allocating
10 5 million dollars from the Westchester primary payment
11 for debris removal?

12 A. I know there were discussions involving
13 that. I don't know that I was aware that they
14 absolutely forbade it. I know that it was certainly a
15 discussion point where we were advocating for that.

16 Q. Let's look at Exhibit 155. Can you read
17 into the record the first full sentence? And to the
18 extent you have to read anything more to place it in
19 context, you're free to do so. The first full
20 sentence of the second paragraph on the top email, the
21 Baker to Boesen email of May 14, 2010.

22 A. Okay. The first full sentence of where?

23 Q. Second paragraph.

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. NICOLETTI

1 A. "In response"?

2 Q. Yes.

3 A. You'd like me to read that?

4 Q. Yes.

5 A. Sure.

6 "In response to your question
7 as to whether the insured
8 wishes to allocate a portion of
9 the Ace claim, I refer you to
10 page 4 of Mr. Cheglikov's
11 letter to Signal above where he
12 states that the insured does
13 not have the right to allocate
14 under the Westchester policy.
15 He goes on to say: Any attempt
16 to allocate on Signal's part
17 would not be acceptable to
18 Max."

19 Q. Please continue.

20 A. "Mr. Bullock disagreed with
21 this position in writing (also
22 attached above) and this is
23 another item that has never

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. NICOLETTI

1 been responded to by Max."

2 Q. Does that refresh your recollection that Max
3 was taking the position that Signal had no right to
4 allocate the primary policy payment by Westchester?

5 A. Yes.

6 Q. And you disagreed with that?

7 A. Yes.

8 Q. Did Max ever give you any explanation as to
9 why Signal did not have that right to allocate?

10 A. I know that it was their contention. I
11 don't know that I received anything in writing.

12 Q. I'm not talking about anything in writing.

13 A. Okay. Great.

14 Q. What I'm saying to you is they had taken a
15 position.

16 A. Right.

17 Q. Signal can't allocate 5 million to debris
18 removal from the primary payment made by Westchester;
19 right?

20 A. Yes.

21 Q. Okay. It's one thing to take a position.
22 It's another thing to justify it. I'm asking you if
23 they ever gave you any justification interfering with

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. NICOLETTI

1 the way --

2 A. No.

3 Q. -- Max was dealing with the --

4 MR. BOWLES: Objection.

5 MR. NICOLETTI:

6 Q. -- with the way Signal was dealing with the
7 Westchester payment? Did they ever give you any
8 justification?

9 MR. BOWLES: Objection.

10 A. No.

11 MR. NICOLETTI:

12 Q. Did you request one?

13 A. I think the conversations back and forth
14 would subordinate that.

15 Q. Support that?

16 A. Yes.

17 Q. On how many occasions did you ask Max to
18 justify their position that Signal was precluded from
19 allocating the primary property policy payment by
20 Westchester?

21 MS. SMITH: I'm sorry? Could you repeat --

22 A. How many times?

23 MS. SMITH: Could you repeat the question

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. NICOLETTI

1 for me?

2 MR. NICOLETTI:

3 Q. On how many occasions do you recall having
4 that discussion with Max where they took the position
5 Signal could not allocate the primary property
6 payment?

7 A. At least once, and I don't know the
8 subsequent numbers.

9 Q. Now, were all three Max representatives
10 involved with these one or multiple discussions,
11 Mr. Boesen, Mr. Cheglikov and Mr. Whittington?

12 A. No.

13 Q. Who were involved with the direct
14 discussions on Max's end?

15 A. I don't know that we had any direct
16 discussions with Max. I think it was primarily done
17 through emails, if that's what you're asking.

18 MR. NICOLETTI: All right. Let me mark this
19 -- you'll like to hear this phrase -- this last
20 document as Exhibit 156. Again it comes from the
21 Willis CD which was numbered without prefix. And I
22 don't have extra copies of this, so we'll have to have
23 the reporter mark it and then we'll pass it around.

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. NICOLETTI

(BULLOCK EXHIBIT 156 WAS MARKED
FOR IDENTIFICATION.)

MR. NICOLETTI:

Q. Mr. Bullock, for this particular exhibit I'd like you to read it from the last page at the bottom up to the first page at the top because that's the appropriate chronology of the email string. Do you understand that instruction?

A. Uh-huh (positive response). (Reading.)
Okay.

Q. Just for the record, the most recent or the latest-in-time email is an email from Mr. Bullock to Mr. Cunningham, Mr. Baker and Ms. Spears, and it states -- discusses the 5 million dollar limit for debris removal.

Does this document refresh -- and the email is dated April 9th, 2010.

Does this document refresh your recollection that you had this ongoing discussion with Max Specialty concerning payment under their policy, including the allocation of 5 million dollars from the primary property payment for debris removal?

A. Yes.

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. NICOLETTI

1 Q. So this was a running discussion, I gather,
2 then, based upon these emails, from February through
3 the beginning of April, is that correct, of 2009?

4 A. Correct.

5 Q. I'm sorry. 2010. Sorry. Does that refresh
6 your recollection of any further discussions or email
7 exchange you may have had with Max where they gave you
8 any justification for their position that Signal was
9 not permitted to allocate 5 million dollars from the
10 primary property policy payment by Westchester for
11 debris removal?

12 A. State the first part again, John. I'm
13 sorry.

14 Q. What I'm getting at, does that refresh your
15 recollection whether or not Max Specialty ever gave
16 you a justification for their position that Signal
17 could not allocate?

18 A. Yes.

19 Q. What do you recall?

20 A. My answer yes is that subordinates my
21 recollection that we had an ongoing dilemma with Max
22 relative to them allowing Signal to allocate the
23 5 million dollar debris removal.

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. NICOLETTI

1 Q. When you say subordinate, do you mean it
2 supports that?

3 A. Supports that.

4 Q. Supports that recollection?

5 A. Supports that recollection.

6 Q. As you sit here today, have you ever been
7 told either directly by Max or anybody at Signal or
8 anyone else the basis or justification for Max's
9 position that Signal could not allocate some of the
10 primary money for debris removal?

11 A. Not that I recall.

12 Q. I have just one quick question. Do you
13 recall when Mr. Bowles showed you Exhibit 38 he asked
14 you to read a particular portion of the document into
15 the record?

16 MS. SMITH: The last paragraph, I think.

17 MR. NICOLETTI: Yeah, right.

18 A. The second to last -- oh, is it the last?

19 Q. Concerning that the drydock's useful life
20 may not equal the lease extension. Do you recall
21 that?

22 MS. SMITH: It starts with "That said."

23 A. Do I recall this?

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. GUY

1 Q. You can answer.

2 A. It appears that they are talking about the
3 option to renew the land lease for an additional
4 25-year period as exercised.

5 MR. NICOLETTI: Thank you. You'll be happy
6 to hear I have no further questions.

7 THE WITNESS: Thank you.

8 MR. GUY: Let's take five.

9 (A RECESS WAS TAKEN FROM 11:41 A.M.
10 TO 11:46 A.M.)

11 EXAMINATION

12 BY MR. GUY:

13 Q. Good morning, Mr. Bullock.

14 A. Good morning.

15 Q. My name is Matt Guy, and I'm an attorney in
16 this lawsuit representing Signal International. I
17 have a number of questions to ask you. I apologize if
18 I move around a bit. Some of these fine gentlemen
19 have already covered some of the things I was going to
20 ask you.

21 The first thing I'd like to ask you to do is
22 to turn to Exhibit 101.

23 MR. BOWLES: What is it?

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. GUY

1 MS. SMITH: 101. I don't think they're in
2 order again, so give me a second. Here it is.

3 MR. BOWLES: What is it?

4 MR. GUY: This is the exhibit that was put
5 together by Mr. Bowles.

6 MS. SMITH: It's your exhibit.

7 MR. GUY: And some of the documents in there
8 have been shown to you before. And I'd like you to
9 turn to the first email or the main email, if you
10 like, on there, which is from Thomas Cesare; is that
11 right?

12 A. Cesare.

13 Q. Cesare. Who is Mr. Cesare?

14 A. He is an employee of AmWINS who's an MGA,
15 managing general agent.

16 Q. Okay. And we went through this email in
17 some detail on Monday with Joyce Johnson. And I don't
18 think it's necessary to do that again. One of the
19 things I want to ask you is if you recall -- I think
20 this email outlines some problems that were being
21 encountered in renewing the Signal property policy
22 with Lexington in January of 2009.

23 A. Okay.

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. GUY

1 Q. Do you recall those problems?

2 A. I know there were some issues. Without
3 doing a deep dive, I don't know exactly what their
4 position was. But I know that they had offered a
5 renewal that was higher than anticipated.

6 Q. Okay. And I understood Ms. Johnson's
7 testimony to be that this therefore needed to be
8 sorted out with a different carrier quite quickly?

9 A. That's correct.

10 Q. And do you have an independent recollection
11 of that?

12 A. I do.

13 Q. And if we look at this email, it says here:

14 "Our retailer called me
15 yesterday and advised that all
16 along Lex was indicating that
17 they were going to offer 25 MM
18 renewal at \$1,400,000 which was
19 up from \$1,150,000 expiring,
20 but yesterday they advised that
21 they would only offer 10 MM
22 primary at \$1,750,000!"

23 Do you recall who the retailer is that's

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. GUY

1 being referenced in that email?

2 A. I would think the retailer he's referring to
3 would be Willis.

4 Q. Okay. Do you think he's referring to
5 Ms. Johnson or you or could it be either one of you or
6 somebody else?

7 A. It would be someone within Willis. It would
8 either be Joyce or Vernon or Zaleen Palmer, one of the
9 marketing people.

10 Q. Okay. If I could get the chronology here,
11 this email is from the 28th of January 2009. The
12 reference there is to yesterday, so we can assume
13 that's January 27th, 2009; is that right?

14 A. Correct.

15 Q. And the renewal is due on January the 30th,
16 2009?

17 A. Correct.

18 Q. Now, I asked Ms. Johnson if that meant that
19 when it became clear that Lexington was not quoting on
20 favorable terms, Willis would have three days to find
21 an alternative placement, and she corrected me and
22 said actually it would be two days because it renews
23 at midnight.

JOHN JOSEPH BULLOCK - EXAMINATION BY MR. GUY

1 A. At midnight; right.

2 Q. would you agree with that testimony?

3 A. That is correct.

4 Q. And Mr. Cesare here, would it be fair to say
5 that he is attempting to find that alternative cover
6 on what he describes as a short fuse in his email?

7 A. Correct.

8 Q. And he forwarded this to a man called John
9 Daniel. Do you know who John Daniel is?

10 A. Yes. He is a coworker.

11 Q. At AmWINS?

12 A. Yes.

13 Q. And it's courtesy copied to a Trip Morano.
14 Do you know who Trip Morano is?

15 A. I don't.

16 Q. It says:

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